**BENGALURU ELECTRICITY SUPPLY COMPANY LIMITED**

**BID ENQUIRY NO:**

**BESCOM/2025-26/EL/WORK_INDENT563**

# SECTION – V

# (VOLUME –1)

# SPECIAL CONDITIONS OF CONTRACT (SCC)

## SPECIAL CONDITIONS OF CONTRACT
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# SECTION - V

## SPECIAL CONDITIONS OF CONTRACT

### 1.0 PROJECT DESCRIPTION:

This Project envisages the work of System Improvements Works like Replacement of Age Old LT Conductor by Rabbit/AB Cable, Providing additional DTCs/Enhancement of DTCs & Replacement of Deteriorated poles in identified SC/ST colonies in Pavagada, Koratgere & Kodigenahalli Sub Divisions of Madhugiri Division(Lot-2), Tumkur Circle, BESCOM for a period of Four months on fixed price rate contract Partial Turnkey (AB Cable supplied by BESCOM) Percentage quoted Basis.

**1.1** The Bidder shall quote for complete scope of work specified in the tender.

### 1.2 Statutory Clearances and Way leave:

a) The construction of HT/LT lines, replacement of age old conductors, providing additional DTC's, replacement of detoriated poles shall be as per established code of practice and fulfill the requirements of statutes. Obtaining all statutory clearances from other utility services, like telephones, water supply, power supply, Railways, National highways, City Corporations, Town Municipalities, GAIL, etc, for right of way for constructing/laying the HT/LT lines, replacement of conductors, providing additional DTC's shall be the responsibility of the successful bidder.

However, for obtaining approval from forest department, request has been submitted in PARIVESH portal by BESCOM. Works can be started after obtaining approval.

All necessary approvals of the concerned authorities are to be obtained before execution of the works by the successful bidder and necessary assistance will be rendered by the owner.

The civic /national highways/traffic/Forest/defense authorities /Railway/Telephones/Water supply/Electrical Inspectorate/ City Corporations / Town Municipality authorities or any other department charges if applicable as per their standard schedules / rates which will be intimated by them from time to time for grant of permission/approvals for constructing/laying the lines/ replacement of conductors/providing additional DTC's, shall be paid by the successful Bidder. These charges are reimbursable by the BESCOM as per actuals,

on production of valid vouchers duly certified by the Field Engineers and which will not to be included in the total fixed price contract value.

b) Any way leave problem, obstacle, hindrance should be cleared by the contractor. The owner shall also stand by the contractor and extend necessary help and co-operation for removal of obstructions and hindrances. Delay in obtaining any clearance including right of way shall not form a ground for extension in the period for completion of works and waive of the penalties.
However, if the delay in obtaining any clearance including right of way (ROW) is not attributable to the contractor, upon receipt of the contractor's request, the owner may evaluate the situation and may, at its discretion, extend the time for performance.

Tree cutting and tree cut compensation, if any would be organized to be paid by the contractor. The BESCOM shall render necessary help for fixing the compensation through concerned Department. The compensation so paid by the contractor shall be reimbursed separately by the BESCOM as per actuals.

## 2.0 SCOPE OF PROPOSAL:

2.1 The detailed scope of work covered under the package is specified in the clause 1.2 &1.3 of Section IFB.

## 2.2 Contractor's Scope of Works:

The Scope of the work under this tender is "System Improvements Works like Replacement of Age Old Conductor (HT/LT) by Rabbit/AB Cable, Providing additional DTCs/Enhancement of DTCs & Replacement of Deteriorated poles in identified SC/ST colonies". which includes Design, Engineering, Manufacturing, Testing, Supply on FOR Destination to Site basis, Transportation, Insurance, Storage, Handling and moving into the final position, Erection, Testing at Site and Commissioning including Civil works.

The Work shall include but shall not limit to the following:

i) The requirements of the materials shall be as furnished in the price schedule and these materials requirement are tentative and may vary according to the completion of the work & shall be considered to be included in the scope of the work.
ii) Any other Electrical and/or civil works including supply and erection which are not included in the item rate of price

schedule but required to complete the work shall be carried out by the successful Agency on recommendation of the Engineer-in-charge as well as approval from the competent authority at prevailing Schedule of Material / Labour rate as stated in **Clause 1.3 (iii) & (iv) of Section IFB** + approved tender premium and shall be considered to be included in the scope of the work. If the SR rate is not available, then mutually agreed rate shall be considered.

iii) The individual work awards/ orders will be issued to the successful Bidder on partial turnkey basis at the discretion of BESCOM duly supplying the AB Cables from BESCOM. If the AB cables is not available in the BESCOM stores then the necessary AB cable has to supplied from the awarded agency as per the SR Rate + Area Specific loading(3 %)+ tender Premium + GST.

2.2 The mode of inland Transportation (such as Rail, Road etc) shall be clearly indicated by the Bidder in his Offer. The Transportation charges shall be the same for all modes of Transport and shall be included in the Contract Price. The Transportation charges shall include Unloading charges at Site.

2.3 For the purpose of supply & erection of Equipment and Materials the Work 'Site' shall mean the locations where the Goods are delivered and accepted by the Contractor. The Contractor shall decide the location of the Site and set up his Stores for purpose of storing the Materials.

2.4 The Equipment's Offered by the Bidder shall be complete in all respects with all Mountings, Fittings, Fixtures and Standard Accessories. Any Material and Components not specifically stated in the Specifications and Documents and which is necessary for Trouble Free Operations of Equipment's and accessories specified in these Specifications, shall be deemed to be included unless specifically excluded. All such Equipment's, Accessories shall be supplied without any extra Cost.

2.5 Insurance coverage for the Equipment's/ Materials shall be from the Manufacturer's Work till taking over in accordance with the Contract and shall include coverage for Inland Transportation, receipt of Storage at Site and Erection, Testing and Commissioning at Site prior to taking over by the BESCOM as **per Clause 14.0 infra.**

2.6 **Information required along with the Bids:**

a) The bidder must clearly indicate the sources of equipment's/ materials, man power facilities, Tools and Tackles etc., under the scope of the contract in the Techno-commercial sheet.

2.7 **Drawing & Annexures:**

a) All Drawings & Annexures appended to this Bidding Document shall form part of the Technical Specification and supplement the requirements specified.

b) The Technical Specification shall be read and construed in conjunction with the Drawings and the Annexures to determine the Scope of Work and Terminal points. The successful Bidder shall not take up manufacturing of any equipment's / materials and go ahead with the execution of works unless the drawings & GTP's are approved. In case there is any discrepancy between the specification and approved drawings, the same shall be brought to the notice of the BESCOM within 15 days.

c) The Quantities shown on Drawings and Annexures are tentative for bidding purpose only. Any variation arising during detailed Engineering stage will be taken into account for adjustment of Contract Price based on Unit Rates furnished in the Bid.

2.8 **Site Location and Local Conditions:**

It will be imperative on each Bidder to fully inform himself of all Local Conditions and factors which may have any effect on the Supply & erection and Services covered under these Documents and Specifications.

It shall be understood and agreed that such factors have been properly investigated and considered in any Bid that is submitted. No Claim for Financial adjustments to the Contract Awarded under these Specifications and Documents will be entertained by the BESCOM. Neither change in the time Schedule of the Contract nor any Financial adjustments arising thereof shall be permitted by the BESCOM, which are based on incorrect information or its effect on the Contract to the Bidder.

The Equipment shall be packed for Transportation so as to meet the Space and Weight limitation of Transport facilities especially along the Rail/ Road. Approval from concerned Railway Authorities for movement of over dimensional Consignment/Package shall be obtained by the Contractor before starting Manufacture of such Equipment.

2.9 The Requirements, Conditions, Appendices etc., stated in various sections of Volume-I, Volume-II and Volume-III shall be considered as part of this Section as if bound together. In case of any discrepancy between the provisions of this Section and other Sections, the provisions of this Section shall prevail.

2.10 Unless brought out clearly, the Bidder shall be deemed to conform strictly to the Bid Documents. The Bids shall, as far as possible, be according to the Specifications. However, Minor deviations, if any, shall be clearly brought out in the respective Schedules of Deviations. Any discrepancy between the Specification and the Catalogues of the Bid, if not clearly brought out in the Schedule, will not be considered as valid Deviation.

## 3.0 BILL OF MATERIALS AND SUPERVISORY SERVICES:

3.1 List of Materials to be supplied by the Contractor is furnished in the Techno commercial sheet / Price Sheet.

3.2 **Services:**

The Bidder shall quote his charges payable for providing Services for Erection, Testing, Commissioning and Civil Works etc, in percentage above or below or equal to the Schedule of material / labour charge rate on each item for the said work in the KPP portal of the respective enquiry Price Schedule. These shall be inclusive of applicable charges and incidentals, **excluding taxes.**

## 4.0 QUALIFYING REQUIREMENTS OF BIDDERS:

The Qualifying Requirements are enumerated in Section-I, Invitation for Bid –IFB, Volume-I.

## 5.0 DUTIES AND POWERS OF THE ENGINEER AND ENGINEER'S REPRESENTATIVES:

5. 1 The Duties of the Engineer are to supervise the Work of the Contractor and issue Suitable directions if needed. The scope of the Duties of the Engineer, pursuant to the Contract will include but not limited to the following:

a) Interpretation of all the Terms and Conditions of these Specifications and Documents.

b) Witness, or authorize his Representative to witness, Tests and Trial either at the Manufacturer's Work or at Site or at any place where the Work is performed under the Contract.

c) Inspect, accept or reject any Equipment Material and Work under the Contract.

d) Review and interpretation of all the Contractor's Drawings, Engineering Data etc.

e) Issue Certificate of acceptance and/or progressive Payment and final Payment Certificates.

f) Review and suggest Modifications and improvements in Completion Schedule from time to time.

g) Review the Quality of Work at all the stages of Project implementation.

5.2 The Engineer, his duly authorized Representative and/or an outside agency acting on behalf of the Owner shall have at all the reasonable times, access to the Contractor's premises or Works and shall have the power to inspect and examine the Materials and Workmanship of the Works during its Manufacture or Erection and if part of the Works is being Manufactured or assembled at other premises or Works, the Contractor shall obtain for the Engineer and for his duly authorized Representative, permission to inspect, as if the Materials /Equipment's are Manufactured or assembled on the Contractor's premises or Works. On Completion of the Erection of the Equipment's and before commissioning each item, the Equipment's shall be thoroughly cleaned and then inspected jointly by the Engineer and the Contractor for correctness and completeness of Installation so that the Equipment's are ready for pre-Commissioning Tests to be performed. The Contractor's Commissioning Engineers shall be responsible for carrying out all the pre-Commissioning Tests of the various Equipment's/Materials installed in the HT/LT Distribution system.

5.3 The following actions are however subject to approval of the Owner:

a) Determining extension of time.

b) Issuing a Variation Order except:

i.) In an emergency situation as reasonably determined by the Engineer.

ii.) If such variation Order would not increase the Contract Price.

5.4 The Engineer's Representatives are responsible to the Engineer and their Duties are to watch and supervise the Works, to Test and examine any Materials to be used or Workmanship employed in connection with the Works. He has no authority to relieve the Contractor of any of the Duties or obligations under the Contract nor except as expressly provided hereunder or elsewhere in the Contract, to Order any Work involving delay or any extra Payment nor to make any variations of/or in the Works.

5.5 The Engineer may, from time to time, delegate in writing to the Engineer's Representative any of the Powers, Authorities vested with the Engineer and furnish to the Contractor a copy of all such written delegation of Powers and Authorities. Any written instruction or approval given by the Engineer's Representative to the Contractor within the terms of such delegation, but not otherwise, shall bind the Contractor and the Owner as though it has been given by the Engineer provided always as follows:

a) Failure of the Engineer's Representatives to disapprove any Work or Materials shall not prejudice the Power of the Engineer thereafter to disapprove such Work or Materials and to Order the pulling down, removal or breaking thereof.

b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm, reverse or vary such decision.

## 6.0 BASIS OF EVALUATION:

As this bid document is on partial turnkey basis by supplying the AB Cables from BESCOM. If the AB cables is not available in the BESCOM stores then the necessary AB cable has to supplied from the awarded agency as per the SR Rate + Area specific loading (3%)+ tender Premium + GST **under item wise fixed price contract and percentage quoting on each item basis**.

**The Bidders shall quote only the percentage above or below or equal to the Schedule of material / labour charge for the said work,** including cost of all the material/Equipments identified under Contractor's scope of supply and services mentioned. The offer will be considered as "incomplete" and the bid will be liable for rejection at the discretion of the BESCOM, if all the material/equipments identified under Contractor's scope of supply and services are not offered.

While awarding the Contract to the successful agency, the approved percentage above or below or equal to the Schedule of material / labour rate, will be uniformly applied on the Schedule of material / labour rates (as stated in Clause 1.3 (iii) & (iv) of Section IFB) of all the individual materials/labour items under the scope of the award to arrive the unit FORD price of individual materials/items and based on these item wise fixed prices, the individual work orders will be issued by the concerned C, O&M Executive Engineers. However, the total cost of the item wise fixed price contract is awarded at the approved percentage on the amount put to tender for 4 months.

## 7.0 Procedure for Evaluation of Technical Bid:

7.1 The Bids are liable to be treated as Non-Responsive if the Offers do not comply with the following:

1. Qualifying Requirements of the Bidder shall be as per Clause 11.0, Section - 1, Invitation for Bid- IFB, Volume-I.
2. Financial Capability of the Bidder shall be as per Clause 11.0, Section - 1, Invitation for Bid- IFB, Volume-I.
3. Bid Security/EMD shall have been paid as per Clause 4.0 Section-I, Invitation for Bid -IFB, Volume-I.

4. Completion Period shall be as specified in the Bid.
5. Technical Particulars of all the Equipment's/ Materials shall be complying with the provisions of Technical Specifications Volume-II.
6. Bid shall be submitted for the entire Scope of Package.
7. Bid containing Certificate for Acceptance to Important Conditions as per Clause No. 17 of Section-V, Special Conditions of Contract- SCC, Volume-I.

## 8.0 TERMS OF PAYMENT:

**8.1** The **Payment will be made at the concerned O&M Division** under whose supervision the Contract Work is executed.

**8.2 EQUIPMENT/MATERIAL SUPPLY:** The Price Component of Equipment/Material supplied to Site by the Contractor will be paid as indicated in the below mentioned Sub-paragraphs.

### 8.2.1 Stages of payment:

The terms of Payments will be as stated below;

(1) **Fifty percent (50%) of the Ex-works price** plus 100% taxes i.e. CGST, SGST, IGST, UTGST, Custom Duties on Imports, CESS if any, as the case may be and 100% Freight & Insurance charges in respect of materials supplied to store/site **(on receipt after supply of Materials)** shall be paid subject to Certification by AEE, O&M of the concerned sub-Division and counter signed by the EE, O&M of the concerned Division with submission of following relevant documents:

i. Copy of the Certificate of Transit Insurance.
ii. Pre-dispatch clearance certificate issued by the owner, prior to dispatch of the consignment.
iii. Packing list/ bill of materials.
iv. Contractor's Detailed Invoice.
v. Physical Verification Certificate by the site Engineers.

(2) **Thirty percent (30%)** of the Ex-works price of materials cost shall be paid based on completion of the **entire scope of works** after obtaining the clearance from the Electrical Inspectorate authorities as applicable subject to Certification by the concerned Engineers of the O&M Sub-Division & Division in charge.

(3) **Twenty percent (20%)** of the Ex-works price of materials cost **shall be paid** after the **commissioning of entire scope of works** in all respects subject to Certification by the concerned Engineers of the O&M Sub-Division & Division in-charge and submission of the **complete documents such as as-built drawings etc., pertaining to HT,LT Lines & Distribution Transformers** of Distribution Network an as per the scope of the work etc.

**8.2.2** The Bills will be passed on the basis of the following certificates:

1. Certificate recorded by the Contractor that the Materials/Equipments are received as per the Terms and Conditions of the contract placed for Materials and Turnkey Agreement entered into by him with BESCOM.
2. Certificate recorded by the Junior Engineer, Ele./Asst. Engineer, Ele. designated as "Site Engineer or Engineer in charge of Work" to the effect that the Materials/Equipments are actually received in the Store of the Turnkey Contractor or at Site as per the Terms and Conditions of the contract placed for Materials and Turnkey Agreement entered into by him with BESCOM.
3. Certificate by the Asst. Executive Engineer, Elec, who is the Sub-Divisional Officer in charge of the Contract to the effect of the receipt of Materials/Equipments.
4. Countersignature of the Executive Engineer, Elec in charge of the Work and who is the Divisional Officer under whose jurisdiction the Contract is being executed.
5. Submission of as built drawings.
6. Certification of all above points shall be recorded in the MB book by the concerned Engineer in charge of Work while forwarding for arranging payment.

**8.3 <u>Price Component for Erection Works:</u>**

**8.3.1 Ninety percent (90%)** of the Erection cost plus 100% Taxes i.e. CGST, SGST, IGST, UTGST, levies, surcharge/CESS etc. if any of the contract shall be paid based on the completion of the works in all respect after obtaining the clearance from the Electrical Inspectorate authorities as applicable subject to Certification by

the concerned Engineers of the O&M of the Sub- Division & Division in charge with submission of relevant documents, for:

i) The quantum of Work completed.
ii) The successful Completion of Quality Check Points involved in the Erection.

**8.3.2. Ten percent (10%**) of the Erection cost shall be paid on successful Commissioning of **entire scope of works** subject to the Certification by the concerned Engineer in charge in accordance with Clause No. 9.0 of Section-V, Special Conditions of Contract-SCC, Volume-I.

8.4 It is made clear that, notwithstanding anything contained to the contrary in the Bid Documents elsewhere, Storage Insurance for Materials/ Equipments stored at the Site by the Contractor shall be to Contractor's account alone and no amount whatsoever is payable by the Owner.

8.5 All payments under the Contract shall be in Indian Rupees only.

8.6 The Total Payments towards Supply & erection of Equipments/Material, Erection Charges and Civil Engineering Works etc., as per the Contract shall be governed by the Clauses 34.0 & 35.0 of Section –III, General Conditions of Contract-GCC, Volume-I.

## 9.0 TAKING OVER:

Upon successful Completion of all the Tests to be performed at Site on Equipment's erected by the Contractor, the Engineer shall issue to the Contractor a "**Taking over Certificate**" as a proof of the final acceptance of the Equipment. Such Certificates shall not reasonably be withheld nor will the Engineer delay the issuance thereof on account of minor omissions or defects, which do not affect the Commercial Operation and/or cause any serious risk to the Equipment. Such Certificates shall not relieve the Contractor of any of his obligations, which otherwise survive by the Terms and Conditions of the Contract after issuance of such Certificate.

## 10.0 WORK SCHEDULE:

**10.1** The Bidder shall include in this **Work Schedule** his program for furnishing Designs, Testing, Supply & erection of Materials (in his Scope) and Erecting the Equipment's and Commissioning covered in the Bid Documents. The Program shall be in the form of Activity Chart identifying Key Phases in various areas of the total Works like

procurement of Materials and Bought Out items, Testing, Manufacture, deliveries and Field activities. The Activity Chart shall conform to the following Scheduled Commissioning Period reckoned from the date of item wise Fixed Price Contract:

**Contract Period:** The Item Wise Fixed Price Contract is valid **for a period of four months** from the date of issue of Contract Award. The contract period can be further extended for a period of another two months based on the mutual consent and at the discretion of BESCOM.

**COMMISSIONING PERIOD**: **Even though the item wise fixed price Contract is valid for a period of 4 months from the date issue of award, the Commissioning period for each of the individual works will be indicated in the individual award/order by the concerned Executive Engineer and entire assigned scope of work shall be completed and commissioned in all aspects within time period of DWA indicated in the individual award / order INCLUDING MONSOON PERIOD**.

**10.2** After the Award of the Contract, the Contractor shall Plan the sequence of Work of Manufacture and Erection to meet the dates stated above and shall ensure that all Work / Manufacture, shop Testing and dispatch of the Equipment and Materials is in accordance with the required Construction / Erection sequence.

**10.3** The provisions of penalty leviable in case of delay in Completion shall become effective after the periods mentioned in individual work award issued by division for successful Completion of Testing and Commissioning.

**10.4** The Contractor shall submit to the Engineer, his manufacturing and Delivery Schedules for all Equipment's, after approval of the site survey report. Such Schedules shall be reviewed up-dated and submitted to the Engineer by the Contractor, once in every Month thereafter, only for the purpose of Progress Monitoring .

**10.5** The Contractor shall submit to the BESCOM/Engineer the detailed Bill of Materials, after approval of the site survey report.

**10.6** Weekly review of the Progress and identification of necessary Corrective actions as may be desired by the Engineer. The Meeting will be attended by the Engineer or his authorized Representatives and such responsible Representatives of the Contractor as may be considered necessary by the Engineer. Such Meeting shall be attended by the Contractor's

Representatives at the Contractor's own Cost. The Contractor shall be responsible for recording the proceeding of the Meeting(s), a report of which shall reach the BESCOM or the Engineer not later than seven (7) days after the Meeting (s).

**10.12** During execution of the Contract / Manufacture/ Erection / Commissioning, the Contractor shall furnish fortnightly Progress Reports to the Engineer in a Format to be specified by the Engineer indicating the Progress up to the week as against Scheduled and Anticipated Completion Dates in respect of Activities covered in Programs/ Schedules referred above. If called for by the Engineer, the Contractor shall also furnish to the Engineer resources Data in the specified Format(s), and Time Schedule(s). The Contractor shall also furnish any other information necessary to ascertain Progress, if called for by the Engineer.

## 11.0 INDEMNITY BOND:

**11.1** It will be the responsibility of the Contractor to take Delivery, Unload and Store all the **Material/ Equipments**. The Contractor shall execute an Indemnity Bond as per the Proforma enclosed in the Section Annexures in favour of the BESCOM against Loss, Damage and any Risks involved for the full value of these Materials. This Indemnity Bond shall be furnished by the Contractor before commencement of the Supplies and shall be valid till the Scheduled Date of Testing, Commissioning and handing over of the Work to the Engineer.

## 12.0 CONTRACT PRICE ADJUSTMENT:

In accordance with Clause 14.0 of Section –II, Instruction to Bidder-ITB, Volume-I and Clause 33.0 of Section –III, General Conditions of Contract-GCC, Volume-I.

## 13.0 PENALTY FOR DELAY IN COMPLETION:

**13.1** The Bidder shall clearly note that time is the essence of the Contract and the execution of individual work awards/Contract shall be completed within the Time frame specified in the **LOI/DWA and the** Time frame specified in the Clause No.10.1 Supra and hence no time extension shall be allowed on any account. If the Contractor fails to successfully complete the works, within the time fixed under the Contract or any extension thereof granted by the BESCOM by way of Amendment to the individual work awards / Notification of Award/ Contract Agreement, the Contractor shall pay to the BESCOM, as Penalty.

**13.2 The penalty shall be ½ % per week of delay or part thereof on the portion of the individual work award which is not completed for beneficial use within the time stipulated in relevant clause of the contract, subject to a maximum of 10% on the individual work award cost.**

**13.3** The total amount of **Penalty** for delay under the Contract shall be subject to a Maximum of Ten percent (10%) of the total Contract Price & the BESCOM has got every right to terminate the Contract without any liability if it crosses 10%.

**13.4** In case the successful bidder fails to execute the works as per the program, the works are progressing at a slow pace, the owner reserves its right to get the balance or part of supplies/works executed through other agencies at the risk and cost of the turnkey agencies, this is in addition to the right of the BESCOM to recover any damage from the contractor and also blacklisting.

**14.0 STORAGE CUM ERECTION INSURANCE:**

**14.1** All the Equipment and Materials being supplied by the Contractor for the package shall be kept completely insured by the Contractor at his Cost from the time of dispatch from their Works, up to the Completion of Erection, Testing and Commissioning at Site and taking over of the project by the BESCOM in accordance with the Contract.

**14.2** Further AB Cables being supplied by the BESCOM for the Erection as per Technical Specification shall be kept insured by the Contractor against any Loss, Damage, Pilferage, Theft, Fire etc. from the time of Unloading up to the time of Taking Over by the BESCOM including Handling, Transportation, Storage, Erection, Testing and Commissioning etc. The premium to be paid to the Insurance Company by the Contractor for such Insurance shall be included in the total Bid Price.

**14.3** It will be the responsibility of the Contractor to Lodge, Pursue and Settle Claims with the Insurance Company in case of any Damage, Loss, Theft, Pilferage or Fire and the BESCOM shall be kept informed about it. The Contractor shall be responsible for the, replacement of losses, Damage etc. in the execution of the Contract to any Equipment/ Material either supplied by the Contractor or issued to the Contractor by BESCOM irrespective of the time or amount of receipt of Insurance Claim. Any loss in this regard shall be to the Contractor's account.

## 15.0 GUARANTEES AND LIQUIDATED DAMAGES FOR NON-PERFORMANCE OF THE EQUIPMENT's:

**15.1** The Bidder shall guarantee for the equipment's/materials supplied as per the clause 15 of GCC.

**15.2** The equipment offered shall meet the rating and performance requirements stipulated in Technical Specification of equipment or indicated in Data requirement.

**15.3** If the equipment's/materials are not met IS/IEC standard at factory tests, then Owner will reject the equipment's/materials and the agency shall offer for re-inspection by paying the re-inspection charges as notified by the owner.

**15.4 The following procedure to be adopted in the tender:**

a) A minimum guarantee of Sixty Months (60) Months in respect of Transformers, AB cable, any insulated aluminum/copper conductor, Insulators and GOS and 12 (Twelve) months for all other equipment's/materials of the work commencing immediately upon the satisfactory commissioning shall be provided by the successful bidder. The contractor's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his vendors.

b) All the materials shall be procured from the approved vendors of BESCOM only. The bidders shall furnish the latest valid type test certificates for HT, LT & Distribution Transformers etc., while offering the materials for inspection.

## 16.0 PRE-COMMISSIONING TESTS AND TAKING OVER:

**16.1 <u>Pre-Commissioning Tests:</u>**

On Completion of entire scope of work and before commissioning, each item shall be thoroughly cleaned and then inspected jointly by the Owner or his duly authorized Representative and the Contractor for correctness and Completeness of Installation and acceptability for Charging leading to initial Pre - Commissioning. The Contractor's Commissioning Engineers, specifically identified as far as possible, shall be responsible for carrying out all the Pre-Commissioning checks. On Completion of

inspection, checking and after the Pre-Commissioning Tests are satisfactorily over, the Complete network shall be ready for Charging.

During the Pre-Commissioning checks, the Operations shall be under the supervision of the Contractor, but the Schedule of Operations shall be agreed to by the Owner and the Contractor. During the Tests, the safety of the HT OH line / Rabbit Conductor/ LT AB Cable Materials etc., is the responsibility of the Contractor. During the pre-Commissioning, Commissioning and Performance Guarantee Tests, the Operations will be under the supervision of the Contractor, if the Tests are being carried out by him. In case the Tests are being carried out by a third Party, the Operations will be under the control of the Owner. In both cases, all aspects of the Tests shall be agreed to by the Owner and the Contractor The safety of the Equipment shall be the responsibility of the Contractor.

**16.2 Rejection:**

**16.2.1** The BESCOM will reject any Material/Equipment supplied by the Contractor if, during Tests, or Service, any of the following conditions arise when the provisions under the relevant Clause of the General Conditions of Contract shall immediately become applicable:

a) Material/Equipment, including its Components, are proved to have been manufactured not in accordance with the agreed Specifications.
b) Material/Equipment fails on any Test indicated in the Technical Specification.

**16.2.2** The BESCOM reserves the right to retain the rejected Equipment and take it into service until the Bidder replaces, the defective Material by a new Material, at no extra Cost to the BESCOM. Alternately the Bidder shall Repair or Replace the Equipment within a reasonable period to the satisfaction of the BESCOM at no extra Cost to the BESCOM. **Till the equipment's are replaced, the performance bank guarantee will not be released by the owner.**

**16.3 TAKING OVER:**

When the whole of the Works have been completed and have passed all the Tests on Completion, prescribed in the Contract, to the satisfaction of the Engineer, the Engineer shall issue to the Contractor a Taking Over Certificate, as proof of the Final acceptance of the HT Covered conductor/LT AB Cable Such Certificate shall not unreasonably be withheld nor will the Engineer delay the issuance thereof on account of

minor omissions or defects, which do not affect the Commercial Operation and/or cause any serious risk to the HT/LT, OH line/UG cable/Covered conductor/AB Cable. Such Certificate shall not relieve the Contractor of any of his obligations which, otherwise become due, by the Terms and Conditions of the Contract, after issuance of such Certificate. The Contractor shall give an Undertaking to finish with due expedition any outstanding Work during the Warranty Period.

The Contractor shall hand over the following Documents in 8 sets at the time of handing over the HT/LT, UG cable/Covered conductor/AB Cable to the Engineer for reference and Records:

a) Brief details of the HT /LT distribution line.
b) Set of route profiles, Joint Bays, details of types of termination structures used and foundations at each locations of joint all along the HT /LT line.
c) Set of all approved foundation drawings and Bill of Materials.
d) Soil classification and soil thermal resistivity, Soil resistivity, thermal back fill data at each location.
e) Set of approved drawings of all the equipment/materials.
f) The Factory Test results and Pre-Commission Test results.
g) The Drawings/ Maintenance Manuals of all Equipments.

## 17.0 CERTIFICATE REGARDING ACCEPTANCE OF IMPORTANT CONDITIONS:

**17.1** It is brought to the specific Notice of the Bidders that they are not permitted to take any deviations whatsoever to the following Conditions:

a) **Terms of Payment:**
Clause 34.0 of Section–III, General Conditions of Contract-GCC, Volume-I and Clause 8.0 of Section –V, Special Conditions of Contract-SCC, Volume-I.

b) **Bid Security /EMD:**
Clause 18 Section –II, Instruction to Bidder-ITB, Volume-I

c) **Contract Performance Guarantee.**
Clause 35.0, Section—II, Instruction to Bidder-ITB, Volume-I

d) **Liquidated Damages for Delay.**
Clause 14.0 Section –III, General Conditions of Contract-GCC, Volume-I and Clause 13.0 of Section –V, Special Conditions of Contract-SCC, Volume-I.

e) **Price basis**
Clause 12.0 & 13.0, Section–II, Instruction to Bidder-ITB, Volume-I

f) **Guarantee.**

Clause 15.0 Section–III, General Conditions of Contract-GCC, Volume-I

g) **Work Schedule.**
Clause 10.0 Section –V, Special Conditions of Contract-SCC, Volume-I.

h) **Taxes and Duties:** Clause 13.0 Section–II, Instruction to Bidder-ITB, Volume-I.

17.2 Bidders shall be required to furnish a Certificate in Format enclosed for acceptance of Important Conditions mentioned in 17.1 above in a separate envelope containing Bid Security.

**18.0 GENERAL INFORMATION:**

**18.1** The requirements stated in and Schedule/ Annexures appended to the Conditions of Contract, Bid Proposal Sheets, Technical Specifications and Exhibits/ Enclosures shall apply to and shall be considered as a part of this Section as if bound together

**18.2** The Design and Workmanship shall be in accordance with best Engineering Practices to ensure Satisfactory Performance throughout the service life of the Equipment.

**18.3** In case of discrepancy between the Conditions specified in General Conditions of Contract (GCC) and this Section (SCC), the stipulations specified in this Section (SCC) shall prevail.

**19.0 Quantity variation:**

As per clause 24.0 of GCC

**20.0 Inspection:**

20.1 All equipment/materials shall be submitted for inspection to the Representative of BESCOM. Inspection may be made at any stage of manufacture, dispatch or at site or at these places at the option of the Representative of BESCOM and the equipment dispatched/about to be dispatched, if found unsatisfactory as to workmanship or quality, the same is liable to be rejected. The successful Bidder /Contractor shall grant free access to the places of manufacture to the authorized representative of the Engineer-in-charge at all times when the works related to the manufacture are in progress.

20.2 Inspection and acceptance of any equipment/ materials under the specifications by the authorized representative of BESCOM shall not relieve the Contractor of his obligations of furnishing/supplying the equipment in accordance with the specifications.

20.3 All equipment/materials being supplied by the Contractor shall be of high quality and conform to the technical specifications of BESCOM and IS Standard shall be used Type tests and shall be subject to Routine tests in accordance with relevant standards.

20.4 Routine tests shall be witnessed at the manufacturer's premises in respect of the above materials by the representative of BESCOM.

20.5 The Contractor shall issue at least 7 days clear notice of routine tests to be conducted with details of time, place and venue to facilitate the representative of the Engineer to witness and certify such tests.

20.6 The BESCOM reserves the right to select samples at random from the supplies made by the firm which are already inspected at the factory premises and get it tested at CPRI / NABL accredited laboratories at BESCOM cost if the selected sample passed in all the tests or else at the Firm's cost if the selected sample fails in any of the tests.

20.7 The BESCOM reserves the right of getting any field test conducted on completely assembled equipment at site.

20.8 The Contractor is fully responsible for the Equipment / Material until the same is handed over to the BESCOM in an operating condition after commissioning. The Contractor is responsible for the proper maintenance of equipment/material as well as protection of the same against theft, elements of nature, damages etc., while in his custody as well as after erection until the same is taken over by the BESCOM under due acknowledgment in writing.

20.9 The entire works to be executed under this contract will be in stages & requires obtaining Line Clear Permits from the Engineer-in-charges representative or his subordinate before taking up the works by the Contractor. As such the Contractor shall take all mandatory safety precautions for executing the works & shall obtain line clear permits with the Operational Authorities of the area prior to commencement of works on daily basis.

20.10 Line clearance requisitions in respect of transformer centers / LT / HT lines shall be submitted well in advance so that the jurisdictional engineer can arrange for issuance of press notification to intimate the consumers.

**Sd/-**

**Chief General Manager, (Ele),**
**Operations, BESCOM**

**"END OF SECTION –V : SCC"**